

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ALEXANDER OWHONDA and  
JUSTIN WATFORD,

Plaintiff,

-against-

CREDIT ACCEPTANCE CORPORATION,  
NORTHSHORE MOTOR LEASING LLC,

Defendants.

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**Rule 26(f) Report**  
CV 21-3291 (JMA)(ARL)

Pursuant to Federal Rule of Civil Procedure 26(f), a meeting was held on 10/22/2021 and was attended by:

Novlette R. Kidd, counsel for plaintiff(s) Alexander Owhonda and Justin Watford

Chester R. Ostrowski, counsel for defendant(s). Credit Acceptance Corporation

Counsel represent that, during the meeting, they engaged in a meaningful attempt to meet and confer on the matters outlined below.

1. INITIAL DISCLOSURES

Have the parties agreed to make initial disclosures?

  X   Yes             No             The proceeding is exempt under Rule  
26(a)(1)(B).

If yes, such initial disclosures shall be made by   11/5/2021  .

2. VENUE AND JURISDICTION

Are there any contested issues related to venue or jurisdiction?

       Yes        X   No

If yes, describe the issue:

If yes, the parties agree that any motion related to venue or jurisdiction shall be filed by  
  N/A  .

3. PARTIES AND PLEADINGS

a. The parties agree that any motion or stipulation to amend the pleadings or to join additional parties shall be filed by   12/31/2021  .

b. If the case is a class action, the parties agree that the motion for class certification shall be filed by                                 .

4. MOTIONS

Are there any pending motion(s)? X Yes \_\_\_\_\_ No

If yes, indicate which party filed the motion(s), and identify the motion(s) by name and docket number: Defendant Credit Acceptance Corporation has filed a letter-motion for pre-motion conference in contemplation of motion for partial dismissal of FAC. Dkt. No. 13. Plaintiffs have filed a letter-motion in opposition. Dkt. No. 15.

5. ISSUES

Jointly provide a brief description of case, including causes of action set forth in the complaint, and indicate whether there is a jury demand:  
Auto fraud concerning defective vehicle and fraudulent sales documents. Truth in Lending Act, Federal Odometer Act, Magnusson-Moss Warranty Act, NY Vehicle and Traffic Law, NY General Business Law, NY Motor Vehicle Retail Installment Sales Act, common-law fraud. Jury demanded.

6. DISCOVERY PROCEDURES

a. The parties agree that all fact discovery shall be completed by 3/31/2022. The parties agree to schedule their discovery in such a way as to require all responses to discovery to be served prior to the cut-off date, and to file any motions relating to discovery within the discovery period unless it is impossible or impractical to do so. If, after having met and conferred, the parties are unable to reach an agreement on any matter related to discovery, they may seek the Court's assistance by letter motion pursuant to Local Rule 37.3 and in accordance with Judge Lindsay's Individual Rules.

b. Do the parties anticipate the production of ESI? X Yes \_\_\_\_\_ No<sup>1</sup>  
If yes, describe the protocol for such production:

c. Do the parties intend to seek a confidentiality order or claw back agreement? <sup>2</sup> Yes.  
If yes, such order or agreement shall be filed with the Court by 11/5/2021.

7. DISPOSITIVE MOTIONS

Any party planning on making a dispositive motion must take the first step in the motion process by 8/5/2022.

8. EXPERT TESTIMONY

a. Primary expert reports must be produced by 4/29/2022.  
b. Rebuttal expert reports must be produced by 5/30/2022.  
c. All expert discovery shall be completed by 7/15/2022.

9. SETTLEMENT

Plaintiff(s) will make a settlement demand by Plaintiffs made a demand on Sep. 3, 2021.

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<sup>1</sup> See attachment A.

<sup>2</sup> See attachment B.

Defendant(s) will respond by 11/5/2021.

The parties agree to make a good faith effort to settle this case. The parties understand that this case will be referred to an attorney mediator, or to the Magistrate Judge, for a settlement conference. The Court refers cases to settlement throughout the year.

In order for the conference to be meaningful, the parties agree to complete all discovery that may affect their ability to evaluate this case prior to the settlement conference. The parties understand that they will be expected to comply fully with the settlement conference orders which require, *inter alia*, that settlement demands and offers be exchanged prior to the conference and that principals of the parties attend the conference.

10. RULE 16 PRETRIAL CONFERENCE

Upon receipt of this Form the court will schedule a Rule 16 conference by telephone.

11. CONSENT TO MAGISTRATE JUDGE

Do the parties consent to Magistrate Judge jurisdiction pursuant to 28 U.S.C. § 636(c)

       Yes      X   No

12. OTHER MATTERS

Indicate any other matters for the Court's consideration:

Defendant Northshore Motor Leasing LLC ("NML") was served on 10/13/2021, and its time to answer move, or otherwise respond to the FAC has not yet expired. Defendant Credit Acceptance reserves all rights to request modification of the schedule set forth herein upon the appearance of NML and/or the Court's determination with respect to any pending or future motion to dismiss.

Dated: October 22, 2021

/s/ Novlette R. Kidd

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